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ASIANA AIRLINES, INC.

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15
16 GATE GOURMET KOREA CO., LTD.,
17 a Korean company,

18 Petitioner,

19 v.

20 ASIANA AIRLINES, INC.,
21 a Korean company,

22 Respondent.

Case No. 2:24-cv-01265-RGK-PD

**JOINT STIPULATION TO
ADJOURN HEARING AND
STAY PROCEEDINGS**

1 Pursuant to the Local Rules and this Court's Standing Order Regarding Newly
2 Assigned Cases, Petitioner Gate Gourmet Korea Co., Ltd. ("Gate Gourmet") and
3 Respondent Asiana Airlines, Inc. ("Asiana"), by and through undersigned counsel,
4 hereby stipulate as follows:

5 WHEREAS Gate Gourmet filed its petition in this matter on February 15, 2024,
6 seeking to enforce an arbitral award issued by the International Chamber of Commerce
7 in the matter captioned *Gate Gourmet Korea Co., Ltd. v. Asiana Airlines, Inc.*, ICC
8 Arbitration No. 24544HTG (ECF No. 1);

9 WHEREAS on March 27, 2024, this Court granted the parties' joint stipulation to
10 extend the briefing schedule on the petition and to set a hearing date of June 3, 2024
11 (ECF No. 29);

12 WHEREAS on April 22, 2024, the Court denied the parties' joint stipulation to
13 further extend the briefing schedule on the petition and to adjourn the hearing date
14 accordingly (ECF No. 31);

15 WHEREAS Asiana filed an opposition to the petition on May 2, 2024, as
16 corrected May 3, 2024 (ECF Nos. 32, 36);

17 WHEREAS Gate Gourmet filed a reply in support of the petition on May 20, 2024
18 (ECF No. 37);

19 WHEREAS as set forth at greater length in the accompanying declaration of Gate
20 Gourmet's General Counsel Lin Zhurong James ("Lin Decl."), the parties have been
21 earnestly engaged for several weeks in settlement discussions in an effort to resolve this
22 matter, Lin Decl. ¶4;

23 WHEREAS on May 16, 2024, the parties executed a confidential Interim
24 Settlement Agreement that (1) required Asiana to comply with certain obligations in
25 connection with the arbitral award within seven days; (2) required Gate Gourmet to
26 forbear from taking certain actions in connection with the award; (3) provided that the
27 parties would continue to negotiate in good faith for a final and conclusive resolution of
28 the pending matters; and (4) contemplated that the final settlement agreement would

1 provide for the withdrawal, suspension, or termination of these United States
2 enforcement proceedings without prejudice, Lin Decl. ¶6;

3 WHEREAS on May 17, 2024, Asiana complied with the obligations specified in
4 the Interim Settlement Agreement referenced in point (1) above, Lin Decl. ¶7;

5 WHEREAS on May 21, 2024, the parties' representatives met in person in
6 Singapore to continue to negotiate in good faith for a final and conclusive resolution of
7 the pending matters as contemplated by the Interim Settlement Agreement, Lin Decl. ¶8;

8 WHEREAS the parties remain optimistic that they will be able to reach a final
9 agreement in principle fully resolving this dispute and providing for the withdrawal of
10 this enforcement proceeding without prejudice, Lin Decl. ¶8;

11 WHEREAS the parties will require some time upon reaching an agreement in
12 principle to document and execute the final settlement agreement, Lin Decl. ¶9;

13 WHEREAS the parties seek to avoid burdening the Court with considering and
14 resolving the issues raised by Gate Gourmet's petition and Asiana's response when a
15 final settlement agreement will render those issues moot in these proceedings;

16 WHEREAS the parties seek to avoid incurring unnecessary legal expenses in
17 connection with preparing for and attending the currently scheduled hearing on Gate
18 Gourmet's petition;

19 WHEREAS this Court has broad authority to stay or adjourn pending proceedings
20 to "control the disposition of the causes on its docket with economy of time and effort
21 for itself, for counsel, and for litigants," *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936);
22 *see also Therabody, Inc. v. Aduro Prod., LLC*, No. 222CV00596, 2022 WL 3137716, at
23 *4 (C.D. Cal. June 2, 2022) (Klausner, J.) (noting Court's "broad discretion to stay
24 proceedings as an incident to its power to control its own docket").

25 WHEREAS the parties' execution of the Interim Settlement Agreement and
26 ongoing good-faith discussions over the final settlement agreement constitute good
27 cause to adjourn the scheduled hearing and for a brief stay of further proceedings in this
28 case, *see, e.g., United State v. Prime Healthcare Servs., Inc.*, No. 518CV00371, 2021

1 WL 9406128, at *2 (C.D. Cal. Feb. 22, 2021) (Klausner, J.) (noting that “in light of the
2 parties’ purportedly impending settlement, the Court continued the hearing dates on the
3 Motions”); *Bright v. Garberg*, No. CV 10-7933, 2014 WL 11497797, at *1 (C.D. Cal.
4 Feb. 24, 2014) (Klausner, J.) (noting that “the Court granted a stipulation to stay
5 proceedings pending approval of a settlement between the parties”);

6 WHEREAS the parties have not previously sought a stay of proceedings and have
7 not previously sought an adjournment of the hearing date except in connection with their
8 request to extend the briefing schedule as set forth above (which briefs have now been
9 duly filed on the schedule set by the Court); and

10 WHEREAS the parties accordingly seek an adjournment of the currently
11 scheduled hearing date and a brief, 60-90 day stay of further proceedings to permit them
12 to conclude their ongoing negotiations and to prepare and execute a final settlement
13 agreement;

14
15 It is HEREBY STIPULATED AND AGREED that, subject to the Court’s
16 approval of this stipulation:

- 17 1. The hearing on Gate Gourmet’s petition scheduled for June 3, 2024, is hereby
18 ADJOURNED sine die;
- 19 2. All further proceedings in this matter are hereby STAYED for a period of 60-
20 90 days (to be specified by the Court) from the date of the Court’s approval of
21 this stipulation;
- 22 3. The parties may jointly request that the Court vacate the stay prior to its
23 expiration to permit the entry of a joint stipulation dismissing this proceeding
24 without prejudice;
- 25 4. Absent such a request, the parties shall submit a joint status report to the Court
26 regarding their efforts to reach a final settlement no later than seven days prior
27 to the expiration of the stay.
28

1 DATED: May 24, 2024

HALPERN MAY YBARRA GELBERG LLP

2
3 By: /s/ Thomas Rubinsky

4 THOMAS RUBINSKY

5 *Attorneys for Petitioner*

6 *GATE GOURMET KOREA CO., LTD.*

7
8 DATED: May 24, 2024

NOSSAMAN LLP

9
10 By: /s/ David J. Farkas

11 DAVID J. FARKAS

12 *Attorneys for Respondent*

13 *ASIANA AIRLINES, INC.*

14 * Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all signatories listed, and
15 on whose behalf the filing is submitted, concur in the filing's content and have
16 authorized the filing.
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